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Attorneys for Plaintiff  
 LARRY WARD, on behalf of himself and  
 all others similarly situated

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

	)	NO.: CV-08-6370-VBF
	)	
LARRY WARD, on behalf of himself and	)	
all others similarly situated,	)	<b>FIRST AMENDED CLASS ACTION</b>
	)	<b>COMPLAINT FOR DAMAGES,</b>
	)	<b>INJUNCTIVE RELIEF AND RESTITUTION:</b>
Plaintiff,	)	
	)	1) <b>VIOLATION OF CALIFORNIA'S</b>
	)	<b>CONSUMER LEGAL REMEDIES</b>
v.	)	<b>ACT (<i>Cal. Civil Code §§ 1750 et seq.</i>)</b>
	)	
	)	2) <b>VIOLATION OF CALIFORNIA'S</b>
IPEX, INC., a foreign corporation of	)	<b>UNFAIR COMPETITION LAW (<i>Cal.</i></b>
Canada; IPEX USA, LLC, a Delaware	)	<b><i>Bus. &amp; Prof. Code §§ 17200 et. seq.</i>)</b>
corporation; IPEX COMPANY, a Colorado	)	<b>(Unlawful Business Practice)</b>
corporation; and DOES 1 through 200,	)	
inclusive,	)	3) <b>VIOLATION OF CALIFORNIA'S</b>
	)	<b>UNFAIR COMPETITION PRACTICE</b>
	)	<b>LAW (<i>Cal. Bus. &amp; Prof. Code §§ 17200,</i></b>
Defendants.	)	<b><i>et seq.</i>) (Unfair Business Practice); and</b>
	)	
	)	4) <b>BREACH OF IMPLIED WARRANTY</b>

1 Plaintiff LARRY WARD on behalf of himself and all others similarly situated alleges as  
2 follows:

3 **JURISDICTION**

4 1. This Court has jurisdiction over this case under 28 U.S.C. 1332(d)(2) in that: (1) this  
5 action is a class action with more than one hundred (100) class members; (2) defendant IPEX, INC.  
6 ("IPEX") is a foreign corporation, based in Toronto, Canada; defendant IPEX USA, LLC ("IPEX  
7 USA") is a citizen of the State of Delaware; and defendant IPEX COMPANY ("IPEX Co.") is a  
8 citizen of the State of Colorado (all collectively referred to herein as "IPEX" unless specifically  
9 referenced); (3) Plaintiff and all members of the Class are citizens of the State of California; and  
10 (4) the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and  
11 costs.

12 **VENUE**

13 2. Venue of this case in this Court is proper: (1) pursuant to 28 U.S.C. 1391(a)(1) in  
14 that defendants IPEX do sufficient business in this District to subject them to personal jurisdiction  
15 herein; and (2) pursuant to 28 U.S.C. 1391(a)(2) in that a substantial part of the events or omissions  
16 giving rise to the claim occurred in this District.

17 **INTRADISTRICT VENUE**

18 3. Venue in this Division of the Central District is proper in that a substantial part of  
19 the events or omissions which give rise to the claim occurred in Orange, Los Angeles, San Luis  
20 Obispo, San Bernardino, Ventura, Riverside, and Santa Barbara counties.

21 **PARTIES**

22 4. Plaintiff LARRY WARD is a California resident and owns a home located at 24786  
23 San Andreas Lane in Mission Viejo, California.

24 5. Plaintiff, as Class Representative, seeks to represent a Class of persons (the "Class")  
25 defined as follows:

26 All individuals in the State of California who own homes or other  
27 structures where Kitec plumbing is installed, or who paid to replace  
28 Kitec plumbing products due to Product performance from January  
1, 2000 to the present. Excluded from the Class are Defendants,  
their legal representatives, assigns and successors and any entity in

1 which Defendants have a controlling interest. Also excluded is the  
2 judge to whom this case is assigned and any member of the judge's  
immediate family.

3 Consumer Legal Remedies Act (CRLA) Sub-Class:

4 All individuals in the State of California who purchased, for  
5 personal, family or household use, Kitec Plumbing Products, or  
6 homes in which Kitec Plumbing Products were installed, or who  
paid to replace Kitec Plumbing Products from January 1, 2000 to  
the present.

7 6. Defendant IPEX, INC. is a foreign corporation based in Canada and with its  
8 principal place of business in Toronto, Canada. Plaintiff is informed and believes that IPEX,  
9 INC. was doing business within the United States, and more specifically within the State of  
10 California. Also on information and belief, Plaintiff alleges that IPEX, INC. was responsible  
11 for, or otherwise involved in, the development, manufacture, marketing, sales, distribution and  
12 warranting of the Kitec Pipe Fittings and Pipe (referred to herein as the "Product").  
13

14 7. Defendant IPEX USA, LLC ("IPEX USA") is a Delaware corporation.  
15 incorporated in Delaware, with its principal place of business in Pineville, North Carolina.  
16 Plaintiff alleges IPEX USA is a subsidiary of IPEX, INC. On information and belief, Plaintiff  
17 alleges that IPEX USA was doing business within the United States, and more specifically  
18 within the State of California. Also on information and belief, Plaintiff alleges that IPEX USA  
19 was responsible for, or otherwise involved in, the development, manufacture, marketing, sales,  
20 distribution and warranting of the Product.  
21

22 8. Defendant IPEX COMPANY ("IPEX CO.") is a Colorado corporation  
23 incorporated in Colorado, with its principal place of business in Pineville, North Carolina. On  
24 information and belief, Plaintiff alleges IPEX CO. is a subsidiary of IPEX, INC. Also on  
25 information and belief, Plaintiff alleges that IPEX CO. was doing business within the United  
26 States, and more specifically within the State of California. Also on information and belief,  
27 Plaintiff alleges that IPEX CO. was responsible for, or otherwise involved in, the development,  
28

1 manufacture, marketing, sales, distribution and warranting of the Product.

2 9. Plaintiff is ignorant of the true names and capacities of Defendants sued herein  
3 as Does 1 through 100, inclusive, ("Doe Defendants") and therefore sues these Defendants by  
4 fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of  
5 these fictitiously-named Defendants when they are ascertained. Each of the fictitiously-named  
6 Defendants is responsible for the conduct alleged in this complaint and Plaintiff's damages  
7 were actually and proximately caused by the conduct of the fictitiously named Defendants.  
8

9 10. Plaintiff is informed and believes and on that basis alleges that each of these Doe  
10 Defendants was the agent, joint venturer and/or employee of Defendants and/or the Doe  
11 Defendants, and in doing the things hereinafter alleged, was acting within the course and scope  
12 of the agency, joint venture and employment with the advance knowledge, acquiescence or  
13 subsequent ratification of Defendants and each and every other Doe Defendant.  
14

15 **GENERAL ALLEGATIONS**

16 11. Plaintiff LARRY WARD is a California resident and owns a home located at  
17 24786 San Andreas Lane in Mission Viejo, California. In or around 2001, Ward replaced  
18 existing "cold copper" pipes with the Product. In or around March of 2007, in the process of  
19 remodeling his home following discovery of a leak, Plaintiff discovered the Product had  
20 corroded and failed. Plaintiff placed Defendants on notice of the Product problems via a  
21 Consumers Legal Remedies Act notice (Cal. Civil Code § 1782), attached as Exhibit A hereto.  
22

23 12. The Kitec Product is comprised of plastic and metal piping materials (including  
24 pipes and pipe fittings) which Plaintiff is informed and believes was designed, manufactured,  
25 marketed and distributed by Defendants IPEX, INC., IPEX USA, LLC and IPEX COMPANY.  
26 Commencing in or around 1998, Defendants began manufacturing and selling the Product to  
27 thousands of consumers throughout the western United States, including California. The  
28

1 Product was and is marketed and sold for use in homes and other structures.

2 13. Defendants concealed from and/or failed to disclose to Plaintiff and the Class the  
3 defective nature of the Product.

4 14. Plaintiff is informed and believes that Defendants used a variety of methods to  
5 communicate their representations to the general public. These representations were published  
6 on the IPEX website, in brochures available to the public via downloading from the Internet, at  
7 trade, building and home shows typically open to the general public, and at building product  
8 retailers. Defendants communicated a common and repeated theme regarding the Kitec  
9 Product:  
10

- 11 • It is really like copper, only better;
- 12 • Home buyers understand the benefits of Kitec, a quiet dependable plumbing
- 13 system that stands up to the needs of the most active family, year after year;
- 14 • It is virtually maintenance free because it doesn't rust or corrode;
- 15 • In today's competitive market consumers have high expectations. They want
- 16 quality and good value for their money;
- 17 • Kitec combines the strength of metal with the longevity of plastic. It is an
- 18 extremely quiet system and virtually maintenance free;
- 19 • It is the best of both worlds and comes with a 30-year warranty.

20 15. Defendants continued to advertise and sell the Product for use in buildings and  
21 homes, omitting to disclose to Plaintiff and the Class, and their agents, material facts  
22 concerning the Product, including but not limited to that the Product was defectively designed  
23 and formulated, was susceptible to corrosion, would otherwise not perform as represented, was  
24 not a "maintenance free system" and would fail before its warranted life. As Defendants stated  
25 in their advertising, "consumers have high expectations," and if Defendants had disclosed the  
26 true facts about the Product, those facts would have been material to the consumer. The  
27 Product did not perform in accordance with the reasonable expectations of Plaintiff and the  
28

1 Class that it was durable and suitable for use as a plumbing system in their homes and other  
2 structures.

3 16. Defendants expressly warranted and advertised that the Product would be free of  
4 damage resulting from defects in material and workmanship for at least 30 years.

5 17. These representations and warranties are not true. Defendants knew that their  
6 Product did not conform to these representations. Defendants omitted to disclose material facts  
7 regarding the product's performance and longevity,  
8

9 18. The composition of the Product virtually guarantees that it will corrode when  
10 exposed to water, in a process known as "dezincification," (wherein zinc is removed from the  
11 alloy, leaving a porous copper-rich structure with little mechanical strength) well in advance of  
12 the warranted 30-year useful life. This failure will be common in the Product, regardless of  
13 when, where or how it was installed. There are no class member or third party actions that  
14 could cause or contribute to the "dezincification" of the Product. The Product was used in its  
15 intended manner, installed in structures throughout the State of California.  
16

17 19. As a result of Defendants' misconduct, Plaintiff and the Class have suffered  
18 actual damages in that the piping systems in their homes and other structures have prematurely  
19 failed and will continue to do so, causing continuous and progressive damage to their property,  
20 and requiring them to expend thousands of dollars to repair or replace the pipes prior to the  
21 expiration of the "useful life" of the Product as represented by Defendants. Because of the  
22 relatively small size of the typical damages, and the modest resources of most homeowners and  
23 of the individual members of the Class, it is unlikely that most Class Members could afford to  
24 seek recovery against Defendants on their own. A class action is therefore the only viable,  
25 economical and rational means for members of the Class to recover from Defendants for the  
26 damages they have caused.  
27  
28

**CLASS ACTION ALLEGATIONS**

20. Plaintiff brings this action as a class action pursuant to Rule 23(b)(2) and Rule 23 (b)(3) of the Federal Rules of Civil Procedure on behalf of himself and the Class. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements as set forth in Rule 23 (a) and Rule 23 (b) (3). The Class is defined as follows:

All individuals in the State of California who own homes or other structures where Kitec plumbing is installed, or who paid to replace Kitec plumbing products due to Product performance from January 1, 2000 to the present. Excluded from the Class are Defendants, their legal representatives, assigns and successors and any entity in which Defendants have a controlling interest. Also excluded is the judge to whom this case is assigned and any member of the judge's immediate family.

Consumer Legal Remedies Act (CRLA) Sub-Class:

All individuals in the State of California who purchased, for personal, family or household use, Kitec Plumbing Products, or homes in which Kitec Plumbing Products were installed, or who paid to replace Kitec Plumbing Products from January 1, 2000 to the present.

Claims for personal injury are specifically excluded from the Class.

21. Numerosity: (Rule 23 (a) (1)): Although the actual size of the Class is uncertain, Plaintiff is informed and believes the Class is comprised of many thousands of building owners throughout California, making joinder impractical. The disposition of the claims of these Class Members in a single class action will provide substantial benefits to all parties and to the Court.

22. Community: (Rule 23 (a) (2)). There exist questions of law and fact common to all members of the Class. Common questions include but are not limited to the following:

a. Whether the Product is subject to dezincification and premature failure well in advance of its represented thirty-year useful life, and is not suitable for use as a long-term plumbing product;

- 1           b.       Whether Defendants knew or should have known of the defective  
2           nature of the Product;
- 3           c.       Whether Defendants failed to disclose to Plaintiff and the Class  
4           the true defective nature of the Product;
- 5           d.       Whether Defendants' failure to disclose material facts violated  
6           Business and Professions Code Section 17200 as a fraudulent business  
7           practice;
- 8           e.       Whether Defendants had a duty to Plaintiff and the Class to  
9           disclose the true nature of the Product;
- 10          f.       Whether the facts not disclosed by Defendants to Plaintiff and the  
11          Class are material facts;
- 12          g.       Whether Defendants knew or should have known that the Product  
13          would prematurely fail, is not suitable for use in a plumbing system, and  
14          otherwise is not as represented by Defendants;
- 15          h.       Whether Defendants violated California's Consumer Legal  
16          Remedies Act (California Civil Code §§1750 et seq.), when they  
17          concealed or failed to disclose either through their advertising, warranties  
18          and other express representations, the true nature of the Product, and  
19          represented, through their advertising, warranties and other express  
20          representations that the Product had characteristics that it did not actually  
21          have;
- 22          i.       Whether, in doing the acts alleged herein, Defendants engaged in  
23          unfair competition and in an unfair business practice or practices within  
24          the meaning of California Business and Professions Code §17200;
- 25          j.       Whether such acts or practices were illegal, unfair, or fraudulent  
26          within the meaning of California Business and Professions Code §17200;
- 27          k.       Whether Plaintiff and the Class are entitled to compensatory  
28          damages, restitution, and the amounts thereof respectively;
- l.       Whether Defendants should be declared financially responsible  
          for notifying all Class Members of the defective Product and for the costs  
          and expenses of repair and replacement of all such piping materials and  
          providing restitution of monies paid and inadequate value given; and
- m.       Whether Defendants should be ordered to disgorge, for the  
          benefit of the Class, all or part of their ill-gotten profits received from the  
          sale of defective Product and/or to make full restitution to Plaintiff and  
          the Class Members.



1 n. Whether Defendants should be enjoined from continuing marketing the  
2 Product utilizing misleading misrepresentations and omission of material fact.

3 23. Typicality: (Rule 23 (a)(3)) The claim of the representative Plaintiff is typical  
4 of the claims of the Class, in that the representative Plaintiff, like all Class Members, owns a  
5 structure in which the defective Kitec Product was installed and failed prematurely. The  
6 representative Plaintiff, like all Class Members, has suffered a common injury: Defendants'  
7 misconduct created a common injury in that Plaintiff will incur the cost of repairing and/or  
8 replacing the defective Product in his home, and repairing any resultant consequential damage  
9 to the structural and building components. The factual bases of Defendants' misconduct are  
10 common to all Class Members and represent a common thread of deliberate misconduct  
11 resulting in injury to all Class Members.  
12

13 24. Adequacy: (Rule 23 (a)(4)) Plaintiff will fairly and adequately represent and  
14 protect the interests of the Class. Plaintiff has retained counsel with substantial experience in  
15 prosecuting consumer class actions, including actions involving defective products, failure to  
16 disclose material information regarding product performance, consumer protections statutes,  
17 and other matters involving building products. Plaintiff and his counsel are committed to  
18 vigorously prosecuting this action on behalf of the Class, and have the financial resources to do  
19 so. Neither Plaintiff nor his counsel has any interests adverse to those of the Class.  
20

21 25. Predominance of Common Questions: (Rule 23 (b)(3)) Common questions, of  
22 both law and fact, are predominant over any questions involving individualized analysis. Those  
23 common questions include the following: (1) All of the Class members have the identical  
24 plumbing system components in their structures; (2) The performance of the Product relative to  
25 the represented qualities; (3) The Defendants' knowledge regarding Product performance and  
26 the uniform omission to the Class of these material facts; (4) The common determination that  
27  
28

1 Defendants' conduct constitute a violation of California substantive consumer protection  
2 statutes and; (5) A common and equitable class-wide determination of damages and remedies.  
3 Fundamentally there are no material questions of fact or law that are not common to the Class.  
4

5 26. Superiority: (Rule 23 (b)(3)) Plaintiff and the Class Members have all suffered  
6 and will continue to suffer harm and damages as a result of Defendants' unlawful and wrongful  
7 conduct. A class action is superior to other available methods for the fair and efficient  
8 adjudication of the subject controversy. Because of the relatively small size of the individual  
9 Class Members' claims, most Class Members likely would find the cost of litigating their  
10 individual claims to be prohibitive, and will have no effective remedy at law. Thus, absent a  
11 class action, Class Members will continue to incur damages and Defendants' misconduct will  
12 proceed without remedy. The class treatment of common questions of law and fact is also  
13 superior to multiple individual actions or piecemeal litigation in that it conserves the resources  
14 of the courts and the litigants, and promotes consistency and efficiency of adjudication. There is  
15 no impediment to the management of this action because of the virtual identity of the common  
16 questions of law and fact to all Class members.  
17

18 27. Injunctive Relief: (Rule 23(b)(2)) The Defendants engaged and continue to  
19 engage in business practices which are unfair, unlawful and/or fraudulent in violation of  
20 California's Unfair Competition Law (Business & Professions Code sections 17200 et seq.) and  
21 the False Advertising Law (Business & Professions Code sections 17500 et seq.) by, among  
22 other things, advertising and representing that the Product has characteristics and benefits, such  
23 as a maintenance free system or longevity, that are not accurate.  
24

25 28. Plaintiffs seek class-wide injunctive relief, pursuant to Rule 23 (B)(2), in that  
26 Defendants have acted, by continuing to advertise the Product, and omitting to disclose material  
27 facts regarding the Product, on grounds consistent with the standards articulated in Rule 23  
28

(B)(2) that make final injunctive relief an appropriate class-wide remedy.

**FIRST CAUSE OF ACTION**  
**(Violation of Consumers Legal Remedies Act)**

29. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 28 of this First Amended Complaint.

30. Defendants and the Doe Defendants are “persons” as defined by California Civil Code §1761(c).

31. Defendants engaged in unfair competition or unfair or deceptive acts or practices in violation of California Civil Code §1770(a)(5) and (a)(7) when they represented, through their advertising and other express representations, that the Product had benefits or characteristics that it did not actually have. Defendants further violated the Consumers Legal Remedies Act when they falsely represented that the Product was of a particular standard or quality. Finally, Defendants violated the Consumers Legal Remedies Act when they advertised their Product with the intent not to sell it as advertised.

32. Defendants’ deceptive practices were specifically designed to induce Plaintiff and members of the Class to purchase the Product. Defendants engaged in marketing efforts as detailed in the general allegations, to reach Class Members, their agents, and/or third parties upon whom they relied, to persuade them to purchase and install the Product manufactured by Defendants, or to purchase homes and other structures in which the defective Product manufactured by Defendants had been installed.

33. To this day, Defendants continue to engage in unlawful practices in violation of California Consumer’s Legal Remedies Act. Defendants continue to conceal the defective nature of the Product, and have omitted to disclose upon inquiry from Class members the Product’s defective propensities.



1 commerce for purchase by Plaintiff, the Class and the general public, the defective Product.

2 38. Defendants deceptive practices constitute an “unlawful” business practice in that the  
3 practices were specifically designed to induce Plaintiff and the Class, and their agents or third  
4 parties upon whom Plaintiff and the Class relied to provide appropriate plumbing products, to  
5 purchase and install the Product, recommend the use of the Product, or to purchase homes and  
6 other structures in which the Product has been installed.  
7

8 39. To this day, Defendants have engaged and continue to engage in “unlawful” business  
9 practices by concealing the defective nature of the Product, and have knowingly misrepresented  
10 to Class Members that the Product possess qualities and characteristics it does not have.  
11

12 40. As a direct and proximate cause of Defendants’ unfair methods of competition and  
13 unfair or deceptive acts or practices, Plaintiff and the Class have suffered actual damages in that  
14 they own homes and other structures in which defective Product is or was installed. The Product  
15 will prematurely fail due to corrosion and dezincification, which will require (or has already  
16 required) Plaintiff and the Class to incur costs to prematurely repair and/or replace their plumbing  
17 systems.  
18

19 41. As a proximate result of their unlawful, unfair or fraudulent practices, Defendants  
20 have been unjustly enriched and should be required to make restitution to Plaintiff and the Class  
21 pursuant to §§17203 and 17204 of the California Business & Professions Code.

22 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, demands  
23 judgment against Defendants, and each of them, for restitution and/or disgorgement of funds paid  
24 to Defendants by Plaintiff and the Class to purchase the Product, or the value of the Product in their  
25 home or structure, or in the form of repair and/or replacement of the defective Product in the Class  
26 Members’ homes and other structures.  
27

28 ///

**THIRD CAUSE OF ACTION**  
**(Unfair Business Practice)**

42. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-41 of this First Amended Complaint.

43. Defendants engaged in an “unfair” business practice by failing to disclose material facts concerning the Product, and representing, through advertising, warranties and other representations, that the Product had particular qualities, including that the Product was “really like copper or better,” “is a quiet dependable plumbing system,” “is virtually maintenance free because it doesn’t rust or corrode,” “combines the strength of metal with the longevity of plastic,” and “is an extremely quiet system and virtually maintenance free”, all qualities that were inconsistent with Defendant’s knowledge of Product performance.

44. Defendants’ “unfair” practices were designed to induce Plaintiff and the Class, or their agents, and/or third parties upon whom Plaintiff and the Class relied to provide appropriate plumbing products, to purchase and install the Product, recommend the use of the Product, or to purchase homes and other structures on which the Product has been installed.

45. To this day, Defendants have failed to disclose facts concerning the Product performance, facts that would be and are material to the consumer or those third parties, such as plumbers and general contractors, upon whom the consumer relies.

46. As a direct and proximate cause of Defendants’ unfair methods of competition and unfair or deceptive acts or practices, Plaintiff and the Class have suffered actual damages in that they own homes and other structures in which defective Product is or was installed. The Product will prematurely fail due to corrosion and dezincification, which will require (or has already required) Plaintiff and the Class to incur costs to prematurely repair and/or replace their plumbing systems.

**FOURTH CAUSE OF ACTION**  
**(Breach of Implied Warranty)**

47. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 46 of this First Amended Complaint.

48. At the time the Product was sold to Plaintiff and the Class, Defendants impliedly warranted to Plaintiff and the Class that: 1) the Product was fit for use as a plumbing system in the homes and other structures; 2) the Product was better than traditional copper plumbing systems; and 3) the Product had a minimum useful life of thirty years.

49. The foregoing warranties were intended and made for the benefit of Plaintiff and the Class.

50. Defendants have breached these warranties in that: 1) the Product was not fit for use as a plumbing system in homes and other structures; 2) the Product as designed, manufactured, advertised and sold was not superior to traditional copper piping systems; and 3) the Product did not have a useful life of thirty years.

51. As a direct and proximate result of the failures of the Product despite the above implied warranties, Plaintiff and the Class have suffered actual and consequential damages in an amount to be proven at trial.

WHEREFORE, Plaintiffs prays for judgment as hereinafter set forth.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays that the Court enter judgment against Defendants, and each of them, and in favor of Plaintiff, and to award the following relief:

1. Certification of the proposed Class;
2. A declaration that Defendants are financially responsible for notifying all Class

Members;

3. Injunctive relief requiring Defendants to replace and/or repair all Kitec product installed in structures owned by the Class;

4. A declaration that Defendants must disgorge, for the benefit of the Class, all or part of their ill-gotten profits received from the sale of defective Product, and/or to make full restitution to Plaintiff and the Class Members;

5. An award of costs and attorneys' fees, as allowed by law, and/or from a common fund created hereby; and

6. Such other or further relief as may be appropriate under the circumstances.

**JURY TRIAL DEMAND**

Plaintiff hereby demands a jury trial for all individual and Class claims so triable.

Date: November 17, 2008

**MERRILL NOMURA & MOLINEUX LLP**

By: \_\_\_\_\_/s/\_\_\_\_\_  
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